

## EXHIBIT A

**SUMMONS**

Attorney(s) Corey E. Ahart, Esquire  
 Office Address 2617 Hadley Drive  
 Town, State, Zip Code Pennsauken, NJ 08109  
 Telephone Number (856) 786-6489  
 Attorney(s) for Plaintiff William O'Brien  
WILLIAM J. O'BRIEN

Plaintiff(s)

Vs.

NARRAGANSETT BAY INSURANCE COMPANY

Defendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

/s/ Michael M. Smith  
 Clerk of the Superior Court

DATED: 04/24/2018Name of Defendant to Be Served: NARRAGANSETT BAY INSURANCE COMPANYAddress of Defendant to Be Served: 25 Maple Street, Pawtucket, RI 02860

**Superior Court of  
New Jersey**

Atlantic

Law

Docket No: ATL-000879-18

**TRUSTEE  
DAVID D. DAVIES, PROCESS SERVER  
AND DISINTERESTED PERSON**

**CIVIL ACTION  
SUMMONS**

**COREY E. AHART, ESQUIRE**  
**ATTY ID #: 048291997**  
**2617 HADLEY DRIVE**  
**PENNSAUKEN, NEW JERSEY 08109**  
**(609) 332-5888**  
**ATTORNEY FOR WILLIAM O'BRIEN**

WILLIAM J. O'BRIEN, an individual

Plaintiff(s)

v.

NARRAGANSETT BAY INSURANCE  
 COMPANY, ABC CORPORATIONS 1-5 and  
 JOHN DOES 1-10

Defendant

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION

ATLANTIC COUNTY

DOCKET NO. ATL-L-000879-18

CIVIL ACTION

**DECLARATORY JUDGMENT  
 COMPLAINT AND FOR PAYMENT  
 UNDER POLICY**

Plaintiff, William O'Brien, owner of 5 Seashore Lane, Somers Point, New Jersey 08244-1117, County of Atlantic, by way of a declaratory judgment complaint and demand to be paid the relevant coverage amounts, against Defendant, alleges as follows:

#### **BACKGROUND**

1. Plaintiff at all relevant times herein was covered under a valid homeowners insurance policy with Defendant under policy number 10347391, HO3. The Defendant is in the business of providing homeowners coverage and issued the policy of insurance on Plaintiff's home in Atlantic County, New Jersey.
2. On or about December 6, 2016, Plaintiff's home was completely destroyed by fire.
3. Plaintiff reported the damage to the Defendant and a claim was set up and assigned claim number 01NJ10347391.

4. The Defendant did tender a check to Plaintiff in the amount of \$109,896.82, this check was not accepted by the Plaintiff as the Defendant did pay the full coverage amount and did not pay all benefits under the policy.

5. The Plaintiff was not paid per the policy, the Plaintiff was not paid any relocation payments which was covered up to \$50,000.00 in the policy.

6. In addition, the dwelling that was completely destroyed by the fire was covered to \$150,000.00 with other coverage available as well.

7. The check tendered to the Plaintiff is a clear violation of terms of the policy of insurance issued to the Plaintiff.

8. Because the Defendant failed to provide any legitimate reason for not paying for all relevant coverage under the policy, the Plaintiff has been damaged.

9. Plaintiff has made all payments related to this policy of insurance. The policy has never been suspended, cancelled or inactive at any time and was in full force and effect at the time of the claim.

10. The denial of coverage and insufficient payment for the total loss is in violation of the policy issued to the Plaintiff and was denied in bad faith and without sufficient justification.

#### COUNT I

11. Plaintiffs hereby incorporate paragraphs one through ten as if fully set forth at length herein.

12. The Defendant has wrongfully and intentionally not paid the appropriate amount on this claim, and is in breach of the policy of insurance by not paying the appropriate coverage amounts.



13. The Plaintiff hereby demands judgment by this Court ordering the Defendant pay for all the relevant coverage in the valid policy of insurance

14. Plaintiff's damages in this case exceed two hundred thousand dollars and zero cents (\$200,000.00).

**WHEREFORE**, Plaintiffs requests a declaration of coverage, payment under the claim for damage to both the roof and inside of the home, along with any applicable attorney's fees related to the declaratory judgment action, cost of defense, costs of suit and any other relief the court deems just and equitable.

#### **COUNT II**

15. Plaintiff repeats and realleges paragraphs one through fourteen as if fully set forth at length herein.

14. By not paying the Plaintiff for all coverage afforded under his policy of insurance, the Plaintiff has acted in bad faith.

15. Under the Bad Faith standard, the Defendant can be held liable if its denial of a claim or delay in paying it lacked any reasonable basis.

16. In this case, there has been absolutely no basis provided for not paying the Plaintiff for all the relevant coverage provided in his insurance policy.

17. As a result of the Bad Faith of Defendant, Plaintiff was injured, and the Defendant is liable for compensatory, actual, incidental and consequential damages, attorney's fees, and costs of suit.

**WHEREFORE**, Plaintiff demands judgment against the defendants for all damages, including, but not limited to those mentioned above, costs of suit, attorney's fees, and any other relief this Court deems appropriate.

**LAW OFFICE OF COREY E. AHART**

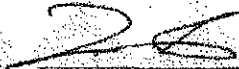


**COREY E. AHART**

**CERTIFICATION PURSUANT TO R. 4:5-1(b)(2)**

The undersigned counsel certifies that there are no other State Court actions or arbitrations pending involving the subject matter of this controversy at this time. There are no additional known parties who should be joined to the present action.

I certify the foregoing to be true. I am aware that if the above is willfully false, I am subject to penalties under the law.



**Corey E. Ahart, Esquire  
Attorney for Plaintiff**

**JURY DEMAND**

The Plaintiff hereby demands a trial by jury as to all issues.



**Corey E. Ahart, Esquire  
Attorney for Plaintiff**

**Case Details | Case Number: ATL-1-000879-18**

Case Caption: O'BRIEN WILLIAM VS NARRAGANSETT BAY INS URANCE C

Court: Civil Part

Venue: ATLANTIC

Case Initiation: 04/24/2018

Case Track: 1

Case Status: Active

Jury Demand: YES - 6 JURORS

Case Type: OTHER INSURANCE CLAIM  
(INCLUDING DECLARATORY JUDGMENT  
ACTIONS)

Judge: SIRACUSA, MARY, C

Team: 3

Law Firm Case ID:

**Transaction Information**

Transaction ID: LCV2018712847

Received by eCourts On: 04/24/2018

Total Payment Amount: \$250.00

Documents Received:

**COMPLAINT**

Case Information Statement